

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and DataStat, Inc., with a principal place of business in Ann Arbor, Michigan (the "Contractor") that the Contract between them originally dated as of July 1, 2021, Contract #41764 (the "Contract"), is hereby amended as follows:

- I. **Maximum Amount.** The Maximum Amount, wherever such references appear in the Contract, shall be deleted and replaced with \$461,184.16, representing an increase of \$96,697.30.
  
- II. **Attachments and Order of Precedence.** The Attachments and Order of Precedence beginning on Page 1 of the Base Agreement is hereby deleted and replaced as follows:
  8. ***Attachments.*** This Contract includes the following attachments which are incorporated herein:
    - Attachment A - Statement of Work
    - Attachment B - Payment Provisions
    - Attachment C – Standard State Provisions for Contracts and Grants
    - Attachment D – Other Provisions for IT Professional Services
    - Attachment E – Business Associate Agreement
    - Attachment F – Agency of Human Services Customary Contract Provisions
    - Attachment G – Federal Terms Supplement (Non-Construction)
    - Appendix 1 – Additional questions for the CAHPS ® PCMH Surveys
  
  9. ***Order of Precedence.*** Any ambiguity, conflict or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence:
    - (1) Standard Contract
    - (2) Attachment D
    - (3) Attachment C
    - (4) Attachment G
    - (5) Attachment A
    - (6) Attachment B
    - (7) Attachment E
    - (8) Attachment F
    - (9) Other Attachments
  
- III. **Attachment A, Scope of Work.** The scope of work is hereby deleted in its entirety and replaced as set forth on Page 3 of this Amendment 2.
  
- IV. **Attachment B, Payment Provisions.** Attachment B is hereby deleted in its entirety and replaced as set forth on Page 20 of this Amendment 2.

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
DATASTAT INC.

PAGE 2 OF 25  
CONTRACT #41764  
AMENDMENT #2

**Cybersecurity Standard Update 2022-01:** Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard Update 2022-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives> .

State and Federal Terms for Products and Services. Contractor agrees that “STATE OF VERMONT-FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 28, 2022)” which is attached as Attachment G to this amendment, applies to any products or services provided to the State, at any time, when using federal funds.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

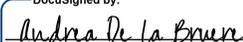
Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 24 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

DocuSigned by:  
 12/13/2022

ANDREA DE LA BRUERE, COMMISSIONER

NOB 1 South, 280 State Drive

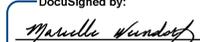
Waterbury, VT 05671

Phone: 802-503-7482

Email: [Andrea.DeLaBruere@vermont.gov](mailto:Andrea.DeLaBruere@vermont.gov)

CONTRACTOR

DATASTAT, INC.

DocuSigned by:  
 12/13/2022

MARIELLE S. WEINDORF

3975 Research Park Dr,

Ann Arbor, Michigan 48108

Phone: 734-994-0540

Email: [mweindorf@datastat.com](mailto:mweindorf@datastat.com)

## ATTACHMENT A – STATEMENT OF WORK

### **BACKGROUND**

For the first task, measuring patient experience in advanced primary care, the Contractor shall use the Consumer Assessment of Healthcare Providers and Systems Clinician and Group (CAHPS®-CG) 12-month survey (with or without the Patient-Center Medical Homes (PCMH) items) to assess patient care experience in practices that are part of several different health care payment and delivery reform initiatives.

For the second task, measuring patient experience for adults and children enrolled in Medicaid, the Contractor shall conduct the survey administration of the CAHPS® Survey Project for the State of Vermont Medicaid Program for its adult and child populations.

The Contractor shall be a Certified Contractor of CAHPS®-CG (with or without PCMH items) and CAHPS® 5.1H and shall maintain its status as a CAHPS®-CG (with or without PCMH items) and CAHPS® 5.1H Contractor. Contractor shall have a certification for CAHPS®-CG (with or without PCMH items) and CAHPS® 5.1H from the National Committee for Quality Assurance (NCQA).

### **SCOPE**

The Contractor shall complete two (2) tasks annually for the State:

- CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling; Collection and Data Reporting
- CAHPS® 5.1H for the Medicaid Population Project Activities – Data Sampling; Collection and Data Reporting

### **1. Tasks for the period of July 1, 2021 through June 30, 2022**

#### **TASK 1: CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling and Collection**

The Contractor shall use CAHPS®-CG (with or without PCMH items) to gather patient and families' perceptions of access to care, comprehensiveness of care, communication and shared decision making with providers, self-management support, office staff helpfulness and respect, and other domains as directed, to evaluate patient experience of care at primary care practices that have been recognized as medical homes. The State shall determine whether the Contractor will use the PCMH items in the CAHPS®-CG survey based upon feedback from the participating practices and patient-centered medical homes. The State will make this determination one week after Contract execution (tentatively July 7, 2021) to be implemented for the surveys to be fielded during Fall 2021.

Deliverables will be reports for each practice, delivered in Excel, and data submission to the State. As previously determined by the State, participating practices will not have the option of submitting their results to NCQA as part of the NCQA CAHPS PCMH Recognition Program, in order to earn Special Distinction in Patient Experience Reporting. Approximately 135-140 practices associated with the State's efforts will participate in the survey. A finalized detail of the participating sites, and contact information for each site, will be provided by the State. Contractor shall work closely with the State and the practices to generate the required sample frames and other materials for the project.

Below are detailed proposed project specifications, followed by definitions of our standard services and protocols.

### *Project specifications*

#### **A. Sampling**

- Sample Frames: Up to 140 practice sites (see table below)
- Sample frame eligibility: Adults or children who have been seen by an eligible provider in the last 12 months
- Sampling plan: Per NCQA sampling plan, based on the “n” of eligible providers
- Oversampling upon request of the State or practice (with approval of the State)
- Total sample n = TBD
- Sample source: Participating Practice sites
- Preferred Language Variable: No
- Sample with replacements for bad addresses
- Standard deduplication: Household and Statewide CAHPS
- National Change of Address (NCOA)

# of Providers at site	# Practices
1	6
2-3	30
4-9	67
10-13	20
14-19	7
20-28	3
29+	1

#### **B. Mail Materials and Protocol**

##### **Materials**

- C&G CAHPS 3.0 or the beta C&G CAHPS 4.0 survey, plus PCMH question module
- Supplemental questions: Adult = 13 questions; Child = 13 questions
- 8-page booklet
- Practice Site logos and signatures for cover letters and questionnaires
- If Practice Site does not provide or approve site logos or signatures, a default printed site name and signature will be used for the cover letter.

##### **Protocol:**

- Mail Only: Survey packet #1, Survey Packet #2 to non-responders
- Internet Option - TBD

##### **Languages:**

- English only
- Spanish option - TBD

##### **Completion Criteria:**

- R answers one or more survey questions and responses indicate that R meets the eligible population criteria

##### **Respondent support:**

- Toll-free telephone support
- Times: Answered live: 9am – 8 pm EST

#### **C. Reporting / Deliverables**

**Project updates:**

- Project plan and timeline
- Weekly status updates throughout field period

**Datasets:**

- Standard response/non-response dataset provided to the State
- Format: SAS, SPSS or Excel (TBD)
- Receive ACO membership dataset from each ACO
- Merge hospital service area and ACO stratified by payer onto the full response dataset
- Submit merged dataset to third-party through secure file transfer protocol

**Final Reporting:**

- Practice level reports, delivered in Excel
- Reports are delivered to each practice at the conclusion of the data collection

**Record Retention:**

- Contractor shall maintain all electronic project records for three (3) years. Upon completion of the data collection field period, Contractor shall shred all returned questionnaires, unless other arrangements are made with the Contractor's Project Manager.

**TASK 2: CAHPS® 5.1H for the Medicaid Population Project Activities - Data Sampling and Collection and Data Reporting**

Contractor shall conduct the survey administration phase of the 2021 Consumer Assessment of Healthcare Providers and Systems (CAHPS) Survey Project for the State of Vermont Medicaid Program for its adult and child populations.

The sample will include **one (1) Statewide sample** that includes eligible Adult Medicaid beneficiaries, and **one (1) Statewide sample** of eligible Child Medicaid beneficiaries. The Adult and Child Medicaid (No CCC) CAHPS 5.1H Survey will be used. The data collected will **not** be submitted to NCQA. The data collected will be submitted to the CAHPS Benchmarking Database in June of each Contract year.

Proposed project specifications are described below, followed by standard services and protocols.

*Project specifications*

**A. Sampling**

- Adult Medicaid sample: 1,650
- Child Medicaid sample: 1,650
- Total Sample n = 3,300
- VT Medicaid may elect to oversample
- VT Medicaid will provide eligible sample frame
- Sample with Replacements for insufficient addresses and telephone numbers, and when duplicate household records are encountered
- NCOA

**B. Mail Materials and Protocol**

**Materials**

- Adult Medicaid CAHPS 5.1H survey instrument; 8 pages

- Child Medicaid (without CCC) CAHPS 5.1H survey instrument: 8 pages
- 4 supplemental questions - TBD
- Contractor shall provide Spanish translations of the cover letters
- VT Medicaid logo on Cover letters and Questionnaire
- VT Medicaid Signature on Cover letters
- English Cover letters to include non-customized text on the backside with toll-free number for members to call and request the survey in alternate language (i.e., Spanish).

**Protocol:**

- Mail Only: (1<sup>st</sup> Survey Packet, 1<sup>st</sup> Reminder Postcard, 2<sup>nd</sup> Survey Packet)
- Mail: English Only
- Spanish: Spanish survey requests to be completed via CATI only, upon request

**Languages:**

- English
- Spanish: Spanish survey requests to be completed via CATI only, upon request

**Completion Criteria:**

- The respondent answers 3 of 5 required survey questions
- Responses indicate that the respondent meets the eligible population criteria

**Respondent Support:**

- Toll-free telephone support
- Alternate language requests handled
- Answered live: 9am – 8 pm EST

***C. Reporting***

**Project Updates:**

- Status updates throughout field period (i.e., weekly disposition reports);

**Data Set:**

- Standard response data sets
- VT Medicaid to provide format specifications (i.e., data file layout), if necessary
- Format: SAS or SPSS

**Final Reporting:**

- Contractor Standard Overview Report for each population

**Submissions:**

- Contractor shall submit the final dataset to the CAHPS Benchmarking Database

**Record Retention:**

- Contractor shall maintain all electronic project records for three (3) years. Upon completion of the data collection field period, Contractor shall shred all returned questionnaires, unless other arrangements are made with the Contractor Project Manager.

### *Standard Services and Protocols*

*Services and protocols described below apply to all survey projects for the period of July 1, 2021 through June 30, 2022, unless otherwise stated in the Project Specifications.*

#### **A. Sampling**

1. The sample frame file shall be submitted to Contractor in a prescribed standard format with fixed fields, fixed length records, and no delimiters. All required data file elements must be included in the sample frame. A data file layout shall accompany the sample frame.
2. The sample frame shall be submitted to Contractor through the Contractor's Transfer Center – a website utilizing 256-bit encryption through SSL to securely transfer files using a web browser, or on physical media (CD-ROM), encrypted.
3. Upon receiving the sample frame representing all eligible enrollment data files, Contractor shall check the file for accuracy and completeness, and shall review and refine it for appropriateness as a sampling frame. Contractor shall work with state staff to resolve any sample frame data file problems, as needed.
4. Contractor shall de-duplicate the data files to ensure that each member is represented only once in the sampling frame.
5. From the set of all eligible members, a sample will be drawn using standard random or other selection procedures, per project specifications.
6. After the sample has been selected, Contractor shall use a National Change of Address (NCOA) service to update address information.
7. Selected sample(s) will be de-duplicated to ensure that only one member per household appears.

**B. Mail Data Collection** - If a project requires mail data collection, the following standards and protocols will apply.

8. Questionnaires shall be formatted using Contractor's standard layout and design, which shall produce an instrument of a length determined by project specifications.
9. Supplemental questions may be added to the questionnaire, if allowed by the survey protocol. Contractor shall work with the state to arrive at the optimal language and placement for supplemental items, in accordance with any language, placement, and other protocol requirements.
10. Length of survey instruments is a key element in survey cost; Contractor shall notify the state to discuss any additional costs or timeline impact if the questionnaire layout results in an instrument longer than anticipated.
11. Letter text shall be based on project specifications. The length of the text will allow for Contractor's standard formatting and accommodate the use of the Contractor standard outgoing envelope. Contractor shall work with the state to revise the text of this letter, as needed.
12. Cover letters will be customized with the name and verified address of the selected member, and other customizations per project specifications.
13. Prior to producing final materials to be mailed, Contractor shall provide the state with examples of all materials for approval, if allowed by the survey sponsor.
14. Using Contractor's in-house mail production equipment, Contractor shall create and mail to each individual in the sample their customized survey in a personalized survey packet with the following format:
  - a. **Outgoing envelope:**
    - White, appropriately sized windowed envelope provided by Contractor
    - State name or logo, Contractor return address, selected member's name and verified address

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
DATASTAT INC.

PAGE 8 OF 25  
CONTRACT #41764  
AMENDMENT #2

and other customizations per project specifications, via appropriately sized envelope windows

- First class postage imprint
- USPS “Electronic Address Service” used on the initial mail piece

**b. Questionnaire:**

- Formatted Microsoft Word file
- Printed in-house on white sheets of 11x17 paper, folded to produce a booklet per specified length
- Customized to individual member level with insertion of bar-coded tracking data

**c. Cover letter:**

- Laser printing, allowing for text insertions, member name and address, signature and other customizations per project specifications, printed in black
- Text per project specifications; length will accommodate Contractor’s format requirements

**d. Return envelope:**

- Appropriately sized, white return envelope with Contractor’s address inserted into each outbound packet
- Business reply imprint on the return envelope, using Contractor’s business reply account

15. As undeliverable surveys and alternate addresses are returned to Contractor by the postal service, Contractor shall update internal records accordingly.
16. Contractor shall cease all subsequent follow-up efforts to any individual having expressed a desire not to participate in the survey project.
17. As surveys are returned, Contractor shall enter all received data into the appropriate computer system. After data entry has been completed, Contractor shall conduct data cleaning and perform both format and outlier checks, according to Contractor standards.
18. Completeness testing will be conducted per project specifications.

**C. Telephone Data Collection** - If a project requires electronic telephone data collection (Computer Assisted Telephone interviewing or CATI), the following standards and protocols apply.

19. Contractor shall program the state’s customized telephone survey for Contractor’s Computer Assisted Telephone Interviewing (CATI) system.
20. Contractor shall provide state the programmed CATI instrument for previewing and approval, as needed and allowed, prior to fielding.
21. Contractor shall use a telephone number verification service to locate and update telephone numbers.
22. Consent to use all telephone numbers provided to Contractor by the state to conduct the survey shall be assumed during electronic telephone data collection.
23. All telephone numbers, regardless of source, will be screened prior to use in electronic telephone data collection to identify those which are associated with cell phones, in order to dial them appropriately and according to TCPA regulations.
24. Call attempts shall be made to each sample case in the telephone follow-up database; calls shall be distributed by our sample management system across daytimes, evenings, and weekends to determine viability of the number.
25. Every effort shall be made to interview difficult to reach respondents. This shall include:
  - After determining that the telephone number in the sample database is incorrect, steps will be taken to find the correct number, up to and including accepting new telephone numbers for the respondent taken from another member of the household.

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
DATASTAT INC.

PAGE 9 OF 25  
CONTRACT #41764  
AMENDMENT #2

- If a respondent is away from the household, a firm appointment will be made to attempt recontact when the respondent returns.
- If a respondent is too ill at the time of the call, a firm appointment will be set to attempt recontact at a later date within the data collection period.

26. For survey projects requiring electronic telephone data collection, Contractor may, at Contractor's discretion, make use of subcontractors to assist in completing the required number of calls during the telephone field period. All such subcontractors have been vetted by Contractor and are subject to all provisions of this Contract.

**D. Web Data Collection** - Should a project require electronic web-based data collection, the following standards and protocols shall apply.

27. Contractor shall program the Client instrument for a web response option, using Contractor's in-house web server.
28. The pre-notification letter shall contain a unique URL that the respondent may use to access the web-based instrument and complete the survey online.
29. Contractor shall offer the state the opportunity to review the Web-based survey tool for final approval.
30. The web-based response option shall be available throughout the data collection period.

**E. Respondent Support**

31. Throughout data collection, Contractor shall maintain a project-specific, toll-free respondent assistance line from 9am to 8pm (EST) Monday through Friday. Calls outside these hours will be referred to voicemail.
32. The Contractor toll-free respondent assistance line shall appear on mailed materials and shall be available to telephone interviewers should it be requested by a respondent completing an interview via telephone.
33. Alternate language or replacement survey requests may be collected via the toll-free respondent assistance line and/or incorporated into the data collection protocol per project specifications.
34. For survey projects requiring respondent support in languages other than English or Spanish, Contractor may, at our discretion, make use of subcontractors to assist in providing toll-free respondent support during data collection. All subcontractors have been vetted by Contractor and are subject to all provisions of this Contract.

**F. Deliverables and Reporting**

35. Contractor shall provide the Client with a project plan. The plan shall include a detailed schedule showing major activities and deliverables and will adhere to all survey sponsor requirements. The plan and schedule shall be developed by mutual agreement between the state and Contractor, as feasible within the scope of the project.
36. On a periodic basis as appropriate, Contractor shall provide the state with status reports. The schedule will be determined by project milestones and, when possible, by mutual agreement between the state and Contractor. During the data collection period, reports shall include the total survey completes to date and a summary of sample dispositions resolved since the previous report was issued.

37. After interviewing and data entry have been completed, a dataset will be prepared for the state, as allowed. The dataset shall include values for each questionnaire item by completed case and shall be purged of any respondent identification information (i.e., name, address, and telephone number).
38. The dataset shall be submitted in a choice of format (SAS, SPSS, Excel, etc.), organized as a single record for each member composed of a string of fields containing data values. Weighting of the data is not included, but we can apply weights provided by the Client, at additional cost, if desired. A data file layout with defined labels and values will accompany each dataset.
39. Datasets delivered to an entity such as NCQA, CMS, RAND or other agency, shall be submitted on or before the required deadline using the prescribed format and the designated delivery pathway, per project specifications.
40. Banner Book or graphical reporting, as allowed, will be conducted according to project specification. Contractor shall work with the state to develop and produce customized reports if the state elects this option.
41. In all data presentations, such as Banner Books, overview reports, or graphical reports, any results or cells with less than eleven 11 cases will be suppressed and replaced with 'NA', per CMS specifications.
42. Contractor shall shred all returned questionnaires upon completion of the project, unless otherwise required by project specifications or other arrangements are made with the Contractor's Project Manager.
43. Contractor shall retain electronic records of the project as described in the project specifications.

## **2. Tasks for the period of July 1, 2022 through June 30, 2023**

### **Task 1: 2022 State of Vermont PCMH CAHPS 3.0 Survey Project**

The State of Vermont intends to collect patient experience data on behalf of practices that are part of several different payment and delivery systems, such as Vermont Blueprint for Health (Blueprint), Accountable Care Organizations (ACO), Shared Savings Programs, etc. Contractor will collaborate with the State to collect data using the updated C&G CAHPS 3.0, plus PCMH question module survey instrument for adults or children, and supplemental questions for each population. Sampling will be standard point-in-time, using NCQA guidelines to determine sample size for each practice. Oversampling will be conducted with the written request of the State or the practice, with the State's approval. Materials will be customized with practice logos or with a single logo provided by the State. A mail only protocol based on NCQA CAHPS PCMH protocol guidelines will be followed. The survey will be conducted in English and Spanish. Deliverables will be reports for each practice, delivered in Excel, and data submission to the State. As previously determined by the State, participating practices will not have the option of submitting their results to NCQA as part of the NCQA CAHPS PCMH Recognition Program, in order to earn Special Distinction in Patient Experience Reporting. Approximately 135-140 PRACTICES associated with the State's efforts will participate in the survey. A finalized detail of the participating sites, and contact information for each site, will be provided by the State. Contractor will work closely with the State and the practices to generate the required sample frames and other materials for the project.

The following is a description of the draft anticipated 2022 State of Vermont PCMH CAHPS 3.0 Survey Project activities:

### A. *Sampling*

- Sample Frames: Up to 140 practice sites (see table below)
- Sample frame eligibility: Adults or children who have been seen by an eligible provider in the last 6 months
- Sampling plan: Per NCQA sampling plan, based on the ‘n’ of eligible providers
- Oversampling upon request of the State or practice (with approval of the State)
- Total sample n = 57,384
- Sample source: Participating Practice sites
- Preferred Language Variable: No
- Sample with replacements for bad addresses
- Standard deduplication: One selected case per household and Statewide CAHPS
- National Change of Address (NCOA)

# of Providers at site	# Practices
1	6
2-3	30
4-9	67
10-13	20
14-19	7
20-28	3
29+	1

### B. *Mail Materials and Protocol*

#### Materials

- Adult C&G CAHPS 3.0 survey instrument, plus PCMH question module
- Child C&G CAHPS 3.0 survey instrument, plus PCMH question module
- Supplemental questions: As requested by the State
- Questionnaire: 8 pages (both Adult and Child)
- Practice site logo for cover/ reminder letters and questionnaire
- Practice site signature for cover/reminder letters
- If Practice Site does not provide or approve site logos or signatures, a default printed site name and signature will be used for the cover letter and questionnaire
- Contractor will include a URL link and username, along with a QR code, on the cover letters for patients to complete the survey online

#### Web Site Preparation:

- Contractor will program a website, incorporating the Practice Site logo used in other materials, to allow survey response via a web-based survey in English and Spanish.
- Contractor will provide the State the opportunity to review the web-based survey tool for final approval.

#### Protocol:

- Mail methodology with web response option – consists of: 1st Survey Packet, Reminder Letter, 2nd Survey Packet to non-responders
- No phone follow-up

#### Languages:

- English

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
DATASTAT INC.

PAGE 12 OF 25  
CONTRACT #41764  
AMENDMENT #2

- Spanish – 2<sup>nd</sup> mail request
- Contractor will perform translations for miscellaneous project needs

**Completion Criteria:**

- Respondent answers one or more survey questions
- Responses indicate that the respondent meets the eligible population

**Respondent support:**

- Toll-free telephone support
- Alternate language requests handled
- Times: Answered live: 9am – 8 pm ET

**C. Reporting / Deliverables**

**Project updates:**

- Project plan and timeline
- Status updates throughout field period
- Periodic status updates throughout field period

**Datasets:**

- Submit merged standard response/non-response dataset with ACO payer data
- Format: Excel
- Receive ACO membership dataset from each ACO

**Final Reporting:**

- Practice level reports, delivered in Excel
- Reports are delivered to each practice at the conclusion of the data collection

**Submissions:**

- None

**Record Retention:**

- Contractor will maintain all electronic project records for **three (3)** years. Contractor will shred all returned questionnaires, upon the conclusion of the data collection period, unless other arrangements are made with the Contractor Project Manager.

**Task 2: 2022 State of Vermont Adult Medicaid and Child Medicaid (without CCC) CAHPS 5.1 Survey Project**

Contractor shall conduct the survey administration phase of the 2022 Consumer Assessment of Healthcare Providers and Systems (CAHPS<sup>®1</sup>) Survey Project for the State of Vermont Medicaid Program for its adult and child populations.

The sample will include **one (1) Statewide sample** that includes eligible Adult Medicaid beneficiaries, and **one (1) Statewide sample** of eligible Child Medicaid beneficiaries. The Adult Medicaid CAHPS 5.1H Survey and Child Medicaid CAHPS 5.1H without CCC Survey will be used. The data collected will **not** be submitted to NCQA. The data collected will be submitted to the CAHPS Benchmarking Database in June 2023.

The following is a description of the draft anticipated 2022 State of Vermont Adult and Child (without CCC) CAHPS 5.1 Survey Project activities:

---

<sup>1</sup> CAHPS<sup>®</sup> is a registered trademark of the Agency for Healthcare Research and Quality.

### **A. Sampling**

- Adult Medicaid sample: 2,145
- Child Medicaid sample: 2,145
- Total Sample n = 4,290
- VT Medicaid may elect to oversample
- VT Medicaid will provide eligible sample frame
- Contractor will use a random sampling method
- Sample with replacements when duplicate household records, cases with inadequate addresses, or cases with inadequate phone numbers, as applicable, are encountered
- NCOA and telephone number verification/update (land and cell)

### **B. Mail Materials and Protocol**

#### **Materials**

- Adult Medicaid CAHPS 5.1H Survey Instrument
- Child Medicaid (without CCC) CAHPS 5.1H Survey Instrument
- Supplemental questions: Adult: 8; Child: 8
- Adult and Child questionnaire: 8 pages
- VT Medicaid logo for cover letters and questionnaire
- VT Medicaid signature for cover letters
- English Cover letters to include non-customized text on the backside with toll-free number for members to call and request the survey in alternate language (i.e., Spanish).
- Contractor will conduct translation of project materials, as needed

#### **Web Site Preparation:**

- The Contractor will program a website, incorporating the logo used in other materials, to allow survey response via a web-based survey in English and Spanish.
- The Contractor will provide the State the opportunity to review the web-based survey tool for final approval.

#### **Protocol:**

- Mixed Mode: Mail with Phone Follow-up
- Mail: English only (1<sup>st</sup> Survey Packet, 1<sup>st</sup> Reminder Postcard, 2<sup>nd</sup> Survey Packet)
- Spanish: CATI request only
- Phone: 3 callback maximum
- Passive proxy allowed

#### **Languages:**

- English
- Spanish: CATI request only
- Contractor will conduct translation of project materials, as needed

#### **Completion Criteria:**

- The respondent answers 3 of 5 required survey questions
- Responses indicate that the respondent meets the eligible population criteria

#### **Respondent support:**

- Toll-free telephone support

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
DATASTAT INC.

PAGE 14 OF 25  
CONTRACT #41764  
AMENDMENT #2

- Alternate language requests handled
- Times: Answered live: 9am – 8 pm ET

### *C. Reporting / Deliverables*

#### **Project updates:**

- Status updates throughout field period (i.e., weekly disposition reports)

#### **Datasets:**

- Standard Response data set
- VT Medicaid to provide format specifications (i.e., data file layout), if necessary
- Format: Excel

#### **Standard Overview reports:**

- One (1) Adult Medicaid report
- One (1) Child Medicaid report

#### **Submissions:**

- CAHPS Health Plan Database in June 2023

#### **Record Retention:**

- Contractor will maintain all records and scanned images of returned, completed surveys for **three (3)** years. Upon expiration of the required period, Contractor will shred all archived data, unless other arrangements are made with the Contractor Project Manager.

### *Standard Services and Protocols*

*Services and protocols described below apply to all survey projects for the period of July 1, 2022 through June 30, 2023, unless otherwise stated in the Project Specifications.*

#### **A. Sampling**

1. The sample frame file shall be submitted to Contractor in a prescribed standard format with fixed fields, fixed length records, and no delimiters. All required data file elements must be included in the sample frame. A data file layout shall accompany the sample frame.
2. The sample frame shall be submitted to Contractor through the Contractor's Transfer Center – a website utilizing 256-bit encryption through SSL to securely transfer files using a web browser, or on physical media (CD-ROM, diskette), encrypted.
3. Upon receiving the sample frame representing all eligible enrollment data files, Contractor will check the file for accuracy and completeness, and will review and refine it for appropriateness as a sampling frame. Contractor will work with State staff to resolve any sample frame data file problems, as needed.
4. Contractor will de-duplicate the data files to ensure that each member is represented only once in the sampling frame.
5. From the set of all eligible members, a sample will be drawn using standard random or other selection procedures, per project specifications.

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
DATASTAT INC.

PAGE 15 OF 25  
CONTRACT #41764  
AMENDMENT #2

6. After the sample has been selected, Contractor will use a National Change of Address (NCOA) service to update address information.
7. Selected sample(s) will be de-duplicated to ensure that only one member per household appears.

**B. Mail Data Collection** -- If a project requires mail data collection, the following standards and protocols will apply.

8. Questionnaires will be formatted using Contractor's standard layout and design, which will produce an instrument of a length determined by project specifications.
9. Supplemental questions may be added to the questionnaire, if allowed by the survey protocol. Contractor will work with the State to arrive at the optimal language and placement for supplemental items, in accordance with any language, placement, and other protocol requirements.
10. Length of survey instruments is a key element in survey cost; Contractor will notify the State to discuss any additional costs or timeline impact if the questionnaire layout results in an instrument longer than anticipated.
11. Letter text will be based on project specifications. The length of the text will allow for Contractor standard formatting and accommodate the use of the Contractor's standard outgoing envelope. Contractor will work with the State to revise the text of this letter, as needed.
12. Cover letters will be customized with the name and verified address of the selected member, and other customizations per project specifications.
13. Prior to producing final materials to be mailed, Contractor will provide the State with examples of all materials for approval, if allowed by the survey sponsor.
14. Using our in-house mail production equipment, and Contractor will create and mail to each individual in the sample their customized survey in a personalized survey packet with the following format:
  - a. **Outgoing envelope:**
    - White, appropriately sized windowed envelope provided by Contractor
    - State name or logo, Contractor return address, selected member's name and verified address and other customizations per project specifications, via appropriately sized envelope windows
    - First class postage imprint
    - USPS "Electronic Address Service" used on the initial mail piece
  - b. **Questionnaire:**
    - Formatted Microsoft Word file
    - Printed by Contractor on white sheets of 11x17 paper, folded to produce a booklet per specified length
    - Customized to individual member level with insertion of bar-coded tracking data
  - c. **Cover letter:**
    - Laser printing, allowing for text insertions, member name and address, signature and other customizations per project specifications, printed in black
    - Text per project specifications; length will accommodate Contractor's format requirements
  - d. **Return envelope:**
    - Appropriately sized, white return envelope with Contractor's address inserted into each outbound packet
    - Business reply imprint on the return envelope, using Contractor's business reply account
15. As undeliverable surveys and alternate addresses are returned to Contractor by the postal service, Contractor will update internal records accordingly.
16. Contractor will cease all subsequent follow-up efforts to any individual having expressed a desire not to participate in the survey project.

17. As surveys are returned, Contractor will enter all received data into the appropriate computer system. After data entry has been completed, Contractor will conduct data cleaning and perform both format and outlier checks, according to Contractor standards.
18. Completeness testing will be conducted per project specifications.

**C. Telephone Data Collection** - If a project requires electronic telephone data collection (Computer Assisted Telephone interviewing or CATI), the following standards and protocols apply.

19. Contractor will program the State's customized telephone survey for our Computer Assisted Telephone Interviewing (CATI) system.
20. Contractor will provide State the programmed CATI instrument for previewing and approval, as needed and allowed, prior to fielding.
21. Contractor will use a telephone number verification service to locate and update telephone numbers.
22. Consent to use all telephone numbers provided to Contractor by the State to conduct the survey shall be assumed during electronic telephone data collection.
23. All telephone numbers, regardless of source, will be screened prior to use in electronic telephone data collection to identify those which are associated with cell phones, in order to dial them appropriately and according to TCPA regulations.
24. Call attempts will be made to each sample case in the telephone follow-up database; calls will be distributed by Contractor's sample management system across daytimes, evenings and weekends to determine viability of the number.
25. Every effort will be made to interview difficult to reach respondents. This will include:
  - After determining that the telephone number in the sample database is incorrect, steps will be taken to find the correct number, up to and including accepting new telephone numbers for the respondent taken from another member of the household.
  - If a respondent is away from the household, a firm appointment will be made to attempt recontact when the respondent returns.
  - If a respondent is too ill at the time of the call, a firm appointment will be set to attempt recontact at a later date within the data collection period.
26. For survey projects requiring electronic telephone data collection, Contractor may, at its discretion, make use of subcontractors to assist in completing the required number of calls during the telephone field period. All such subcontractors have been vetted by Contractor and are subject to all provisions of this Contract.

**D. Web Data Collection** - If a project requires electronic web-based data collection, the following standards and protocols will apply.

27. Contractor will program the State instrument for a web response option, using Contractor's in-house web server.
28. The pre-notification letter will contain a unique URL that the respondent may use to access the web-based instrument and complete the survey online.
29. Contractor will offer the State the opportunity to review the Web-based survey tool for final approval.
30. The web-based response option will be available throughout the data collection period.

**E. Respondent Support**

31. Throughout data collection, Contractor will maintain a project-specific, toll-free respondent assistance line from 9am to 8pm (EST) Monday through Friday. Calls outside these hours will be referred to voicemail.
32. The Contractor toll-free respondent assistance line will appear on mailed materials and will be available to telephone interviewers should it be requested by a respondent completing an interview via telephone.
33. Alternate language or replacement survey requests may be collected via the toll-free respondent assistance line and/or incorporated into the data collection protocol per project specifications.
34. For survey projects requiring respondent support in languages other than English or Spanish, Contractor may, at our discretion, make use of subcontractors to assist in providing toll-free respondent support during data collection. All subcontractors have been vetted by Contractor and are subject to all provisions of this Contract.

***F. Deliverables and Reporting***

35. Contractor shall provide the State with a project plan. The plan shall include a detailed schedule showing major activities and deliverables and will adhere to all survey sponsor requirements. The plan and schedule will be developed by mutual agreement between the State and Contractor, as possible.
36. On a periodic basis as appropriate, Contractor shall provide the State with status reports. The schedule will be determined by project milestones and, when possible, by mutual agreement between the State and Contractor. During the data collection period, reports shall include the total survey completes to date and a summary of sample dispositions resolved since the previous report was issued.
37. After interviewing and data entry have been completed, a dataset will be prepared for the State, as allowed. The dataset will include values for each questionnaire item by completed case and will be purged of any respondent identification information (i.e., name, address, and telephone number).
38. The dataset will be submitted in a choice of format (SAS, SPSS, Excel, etc.), organized as a single record for each member composed of a string of fields containing data values. Weighting of the data is not included, but Contractor can apply weights provided by the State, at additional cost, if desired. A data file layout with defined labels and values will accompany each dataset.
39. Datasets delivered to an entity such as NCQA, CMS, RAND or other agency, shall be submitted on or before the required deadline using the prescribed format and the designated delivery pathway, per project specifications.
40. Banner book or graphical reporting, as allowed, will be conducted according to project specification. Contractor will work with the State to develop and produce customized reports if the State elects this option.
41. In all data presentations, such as banner books, overview reports, or graphical reports, any results or cells with less than 11 cases will be suppressed and replaced with 'NA', per CMS specifications.
42. Contractor will shred all returned questionnaires upon completion of the project, unless otherwise required by project specifications or other arrangements are made with the Contractor Project Manager.
43. Contractor shall retain electronic records of the project as described in the project specifications.

**SAMPLE DELIVERABLE TIMELINE**

**A. DATA SAMPLING and COLLECTION**

**STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
DATASTAT INC.**

**PAGE 18 OF 25  
CONTRACT #41764  
AMENDMENT #2**

The Contractor shall complete two (2) tasks annually for the State. Two items are related to data sampling and collection:

1. Task 1 - CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling; Data Collection and Data Reporting
2. Task 2 - CAHPS® 5.1H for the Medicaid Population Project Activities – Data Sampling; Data Collection and Data Reporting

The Sample Deliverable Timeline below provides a template for the project plan to be delivered to the State no more than two weeks after the execution of the Contract.

<b>Sample Deliverable Timeline</b>	<b>Occurs on or before each date for each Contract Year</b>
Contract commences	July 1
Contractor contacts practices for receipt of BAAs, sample frame files, and logos and signatures, henceforth known as 'Submission 1'	September 8
Submission 1 reminder email sent	September 15
Sample frame file submission window closes	September 22
Actual frame file submission window opens	September 25
Logos & signatures submission window closes	September 29
Actual frame file reminder email	October 2
BAAs completed by required practices	October 6
Actual frame file submission window closes	October 9
Data collection: 1 <sup>st</sup> mailing	November 3
Data collection: 2 <sup>nd</sup> mailing	November 22
Data collection field closes	December 15

**B. DATA REPORTING**

The Contractor shall complete two (2) tasks annually for the State. Two items are related to reporting:

1. Task 1 - CAHPS®-CG, with or without PCMH items, Project Activities – Data Reporting
2. Task 2 - CAHPS® 5.1H for the Medicaid Population Project Activities – Data Reporting

<b>Sample Deliverable Timeline</b>	<b>Occurs on or before each date for each Contract Year</b>
Contract commences	July 1
Contractor submits project plan to the State	July 14
Contractor submits standards for processing incoming mail to the State	Within 14 days of Contract execution
Weekly reports on: <ul style="list-style-type: none"> <li>• Total surveys completed to date</li> <li>• Summary of sample dispositions resolved since previous report</li> <li>• Any problems encountered &amp; their</li> </ul>	September 8 – December 15

**STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
DATASTAT INC.**

**PAGE 19 OF 25  
CONTRACT #41764  
AMENDMENT #2**

resolution	
Dataset completed for the State	March 30
Practice-level reports completed for the practices	February 2
Two Standard Overview Reports, one for adult and one for child, completed for Medicaid / additional Standard Overview Reports for specialized subpopulations	March 30

### ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this Contract is not intended as any form of a guaranteed amount. The Contractor shall be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this Contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this Contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this Contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: [AHS.DVHAInvoices@vermont.gov](mailto:AHS.DVHAInvoices@vermont.gov)
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:
7. Contractor invoices shall be submitted no more frequently than monthly, but no later than quarterly and shall be in accordance with this Attachment B.
8. The Contractor shall subdivide invoicing based on tasks in Attachment A;
  - a. For Task 1, each invoice must include:
    - i. a unique invoice number
    - ii. contract number
    - iii. dates of service
    - iv. accurate date of invoice submission request for payment shall include the number of practices fielded and be subdivided by the cost per practice, which includes:
      1. the set-up fee for the survey group: \$347.70; if the practice is fielding both an adult and child survey the set-up fee with be \$695.40 (=\$347.70\*2);
      2. the number of cases fielded at the practice, noting any oversampling conducted at the request of the State;
      3. the total cost per practice; and
      4. ACO reporting costs shall be invoiced as development and production per table below; and
      5. If oversampling occurs, costs shall be billed to the Ad Hoc line item in the budget table below.
  - b. For Task 2, each invoice must include:

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
DATASTAT INC.

PAGE 21 OF 25  
CONTRACT #41764  
AMENDMENT #2

- i. a unique invoice number
  - ii. contract number
  - iii. dates of service
  - iv. accurate date of invoice submission request for payment shall be subdivided by the number of cases fielded within each survey group and include the cost per case: \$9.27.
  - v. when applicable, accurate date of invoice submission request for payment shall be additionally subdivided by the cost per case to oversample specialized subpopulations: \$9.27.
9. Contractor will not be reimbursed for expenses, including supplies, benefits, or insurance.
10. Invoices shall be accompanied by a:
- a. Financial Reporting Form in Excel format (to be provided by the State). A final Financial Report Form will be due no later than 30 days after the end date of the agreement. The final financial report will report actual approved expenditures against payments received.
  - b. Master list of practices as maintained by the Contractor, in a format determined by the State.
11. The maximum allowable payable for the period of this Contract, July 1, 2021 to June 30, 2023 shall be subdivided as follows:

**Task 1: Data Collection and Sampling for the CAHPS®-CG (with or without PCMH items) Project AND Data Reporting for the CAHPS®-CG (with or without PCMH items) Project**

Requirements for Fielding	
# Providers at Site	Minimum Sample Size (per NCQA)
1	128
2-3	171
4-9	343
10-13	429
14-19	500
20-28	643
29+	686

Total Survey Field Costs July 1, 2021 – June 30, 2022					
		Column A	Column B	Column C	Column D
VTID	Practice Name	Setup Fee (\$347.70 per survey group; the practice determines whether they wish to field both survey groups)	Number of Cases Fielded	Field Cost (=Column B * \$1.44)	Total Cost (= Column A + Column C)

Total Survey Field Costs July 1, 2022 – June 30, 2023					
		Column A	Column B	Column C	Column D
VTID	Practice Name	Setup Fee (\$347.70 per survey group; the practice determines whether they wish to field both survey groups)	Number of Cases Fielded	Field Cost (=Column B * \$2.42)	Total Cost (= Column A + Column C)

**Task 2: Data Collection and Sampling for the CAHPS® 5.1 Child Medicaid Survey Project**

	Column A	Column B	Column C
Survey Group	Number of Cases Fielded	Field Cost (\$9.27)	Total Cost (= Column A + Column B)
Adult			
Child			

**Budget  
Budget July 1, 2021 to June 30, 2022**

Blueprint and Medicaid Patient Experience Survey Budget Summary		
Task	Description	Total Amount Budgeted
Task 1	CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling and Collection CAHPS®-CG (with or without PCMH items) Project Activities – Data Reporting	\$143,404.86
Task 2	CAHPS® 5.1H for the Medicaid Population Project Activities – Data Sampling and Collection and Data Reporting	\$30,591.00
ACO Link	Development (1 at \$2,450) and Production (2 at \$1,000)	\$4,450.00
<b>Tasks 1 &amp; 2 for Year One</b>		<b>\$178,445.86</b>
Budget July 1, 2022 to June 30, 2023 Blueprint and Medicaid Patient Experience Survey Budget Summary		
Task	Description	Total Amount Budgeted
Task 1	CAHPS®-CG (with or without PCMH items) Project Activities – Data Sampling and Collection CAHPS®-CG (with or without PCMH items) Project Activities – Data Reporting	\$226,840.00
Task 2	CAHPS® 5.1H for the Medicaid Population Project Activities – Data Sampling and Collection and Data Reporting	\$39,768.30
ACO Link	Development (1 at \$2,450) and Production (2 at \$1,000)	\$4,450.00
Web-Based Data Collection	Development and Production	\$5,680.00
<b>Total for Year Two</b>		<b>\$276,738.30</b>
Other	Ad Hoc – For additional oversampling as requested and Task 1 overages	\$6,000.00

**STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
DATASTAT INC.**

**PAGE 23 OF 25  
CONTRACT #41764  
AMENDMENT #2**

<b>Total</b>	July 1, 2021 – June 30, 2023	<b>\$461,184.16</b>
--------------	------------------------------	---------------------

**ATTACHMENT G**  
**STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)**  
**for all Contracts and Purchases of Products and Services Using Federal Funds**  
**(Revision date: July 28, 2022)**

**PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

**CLEAN AIR ACT**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**FEDERAL WATER POLLUTION CONTROL ACT**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

**CONTRACTOR BREACH, ERRORS AND OMISSIONS**

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

#### **TERMINATION FOR CONVENIENCE**

##### **1. General**

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

##### **2. Contractor Obligations**

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

##### **3. Claim by Contractor**

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

##### **4. Negotiation**

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.